REMARKS

Claims 80-86, 89-98, 101-110 and 113-116 are pending in the application. Claims 80, 81, 92, 93, 95, 104, 105 and 116 are rejected under 35 U.S.C. § 102(e) as being anticipated by Paltenghe (U.S. Pub. No. 2001/0011250A1), and claims 82-86, 89-91, 94, 96-98, 101-103, 106-110 and 113-115 are rejected under 35 U.S.C. § 103(a) as being unpatentable over Paltenghe in view of Meyers (U.S. Pat. No. 6,915,271 B1).[1] Applicants thank the Examiner for withdrawing his rejections under 35 U.S.C. § 112 but respectfully traverse the remaining rejections and request reconsideration and allowance of the claims in view of the following arguments.

Current Amendments to the Claims

Applicants have amended claims 95, 97, 107 and 109 as shown above to reflect previous amendments to analogous claims 83 and 85. *See* Response to Office Action filed January 22, 2007. Since the Examiner has already considered the previous amendments, which the current amendments merely duplicate, Applicants respectfully submit that the current amendments are allowable because they do not raise any new issues requiring additional search, particularly as these amendments broaden the claims, rather than narrow them.

Claim Rejections – 35 U.S.C. § 102

The present invention relates to a system for providing information about a data subject to a data recipient (for example, providing information about a buyer to a seller) at the data subject's request. The independent claims recite, among other things, a data repository computer

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[1] Since claim 116 "is rejected on the same grounds as claim 80" (Office Action, p. 11), Applicants assume that claim 116 is rejected under 35 U.S.C. § 102(e) as being anticipated by Paltenghe. Similarly, since claim 95 "is rejected on the same grounds as claim 83," and since claim 83 depends on claim 82, Applicants respectfully submit that claim 95 is more properly rejected under 35 U.S.C. § 103(a) as being unpatentable over Paltenghe in view of Meyers.

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that receives an offer and a message from a data subject network communication device (NCD), sends a purchase query to the data subject NCD, and sends purchase transaction information to the data recipient.

For purposes of examination, the Examiner has interpreted "purchase query" as "an offer to buy sent by a merchant to a consumer" and has interpreted "purchase reply" as "a consumer's acceptance of a merchant's offer." Office Action, p. 3. Applicants respectfully submit that these interpretations are inaccurate. Referring to page 14, line 17 through page 15, line 16 of the present application:

> Once the data subject enters a correct passphrase or if there was no browser identifier for the data subject, the data subject is presented with a buy decision **248**. The data subject has several options available at this step: the data subject can elect to buy the item, change the data subject's information and buy the item, or cancel the transaction . . .

> Referring to **Figure 2D**, if the data subject elects to purchase the item, then the information regarding the transaction is delivered to the authorized data recipient's computer . . .

As described in the application and recited by the claims, "purchase query" means the "buy decision" described above (page 14, lines 18-22), and "purchase reply" means "elect[ion] to purchase the item" in response to the purchase query (page 15, line 12). *See also* page 13, line 25 through page 14, line 1.

Thus, as recited in the claims of the present application, the data subject NCD receives an offer from the data recipient and forwards that offer, along with a message that includes an NCD software identifier, to the data repository computer. After verifying that the data subject is registered and the data recipient is authorized, the system retrieves the data subject's purchasing information, which is stored in the data repository computer. The data repository computer sends a purchase query [buy decision] to the data subject NCD and, in response to a purchase reply [election to purchase] from the data subject NCD, sends the purchase transaction information to the data recipient.

Applicants respectfully submit that Paltenghe does not disclose or suggest the system and method claimed by the present application. Specifically, Paltenghe fails to disclose the limitations wherein: 1) the offer and message are received at the data repository computer from

the data subject network communication device; 2) the data repository computer sends a purchase query to the data subject; and 3) the data repository computer receives a purchase reply from the data subject network communication device.

First, Paltenghe does not teach or suggest that the offer and message are received <u>at the data repository computer from the data subject network communication device</u>. With respect to the offer, Paltenghe teaches that merchant offers are "forwarded <u>by the information bank **23** to the consumer</u>." Paltenghe at [0062] (cited by the Examiner at Office Action, p. 3) (emphasis added); *see also* Paltenghe at [0061] ("Merchant offers which satisfy the consumer criteria are forwarded by the information bank **23** to the consumer **25**.") Likewise, although the Examiner cites Paltenghe paragraph 0049 and "communication messages to/from consumers and Information Bank 23" (Office Action, p. 4), the "message" in paragraph 0049 is sent from the consumer <u>to the doctor</u> [merchant], not to the information bank. Indeed, the only "message" or "communication" in that scenario from the consumer to the information bank is the original entry of the information. *See* Paltenghe at [0049]. Thus, even assuming for the sake of argument that Paltenghe discloses an offer associated with the data recipient and a message including an NCD software identifier, Paltenghe does not teach or suggest that the offer and message are received <u>at the data repository computer from the data subject NCD</u>. Because of this distinction, the communication path of the present invention enables the purchase query (discussed below) that Paltenghe completely lacks.

Second, Paltenghe wholly fails to disclose the purchase query [buy decision] claimed in the present application. Having interpreted "purchase query" as "an offer . . . sent by a merchant," the Examiner understandably cites Paltenghe at paragraphs 0026 and 0061 as disclosing a "purchase query" under that definition. Office Action, pp. 3, 5. However, as discussed above, the purchase query of the present application is different from the merchant's offer to sell described in paragraphs 0026 and 0061. Whereas the offer is generated by the data recipient and forwarded from the data subject NCD to the data repository, the purchase query is generated by the data repository and sent to the data subject NCD. This distinction is important because the purchase query provides the data subject with options such as buying the item, <u>changing the data subject's information</u>, or cancelling the transaction. In contrast to a simple offer, which may be accepted or rejected, the purchase query incorporates the data subject's

information, which the data subject may modify. Moreover, the purchase query underscores the importance of sending the offer and message <u>from the data subject NCD</u> to the data repository computer, since the data repository computer may then seamlessly present the purchase query back to the data subject after the requisite verifications and data-gathering. For at least these reasons, Paltenghe completely lacks a purchase query or any suggestion or motivation therefor.

Third, Paltenghe does not disclose a purchase reply [election to purchase] received by the data repository computer from the data subject NCD. The Examiner cites Paltenghe at paragraph 0029 (concerning billing consumers for purchases) as anticipating sending purchase transaction information to the data recipient. Office Action, p. 5. However, Paltenghe does not (and could not) disclose a purchase reply as defined above because Paltenghe does not disclose the purchase query to which the purchase reply responds.

For at least these reasons, Applicants respectfully request reconsideration and withdrawal of all rejections under 35 U.S.C. § 102.

Claim Rejections – 35 U.S.C. § 103

With respect to the independent claims, Applicants initially note that Paltenghe <u>repeatedly</u> teaches away from the current application's limitation wherein the data repository sends purchase transaction information to the data recipient. Indeed, Paltenghe teaches away from this practice at least **four times**. *See* Paltenghe at [0029] ("no consumer payment identification information crosses the Internet or is made available to merchants"), [0061] ("the merchant will not know the identity or address information of the consumer"), [0071] (the consumer's "credit card and other identification information is never exchanged over the Internet"), [0072] ("the merchants never know the address or identity of the consumer"). Thus, Paltenghe fails not only to disclose each limitation of the present application, but also to provide any motivation or suggestion that would render the instant claims obvious.

For the same reason, Paltenghe does not—and could not—disclose obtaining a new price from the data recipient based on the shipping address, as required by claims 85, 97 and 109. Claim 83, from which claim 85 depends, specifies that the shipping address is part of the purchasing information <u>associated with the data subject</u>. (Claims 95 and 107 contain analogous

language.) Although the Examiner cites Paltenghe paragraph 0072 vis-à-vis claim 85 (Office

Action, p. 7), paragraph 0072 specifically teaches that the merchants never know the consumer's

[shipping] address. Thus, the merchants [data recipients] described by Paltenghe could not

provide a new price based on the shipping address, since the merchants do not know the shipping

address associated with the consumer [data subject]. At best, Paltenghe may disclose obtaining a

new price from the merchant [data recipient] based on a static shipping address not associated

with the consumer [data subject], but this would defeat the present invention's objective "to

allow authorized data recipients to access purchasing information relating to data subjects."

Page 3, lines 15-17.

Meyer fails to supply the elements that Paltenghe lacks. Moreover, Applicants

respectfully submit that Meyer fails to disclose at least the elements of dependent claim 82 (and

analogous claims 94 and 106) cited by the Examiner (Office Action, pp. 6-7). Specifically,

Meyer does not disclose that the offer includes a data recipient identifier, an item price, a data

recipient digital signature, a final price indicator and a transaction number, as the Examiner

asserts. For example, the Examiner cites Meyer at 41:66-42:25 as disclosing an item price, a

final price indicator and a transaction number. Initially, Applicants respectfully submit that,

although Meyer discloses computing an "adjusted price," Meyer wholly fails to disclose the final

price indicator required by the present application. However, Meyer also generally fails to teach

or suggest other limitations of claims 82, 94 and 106, namely that the listed elements are

included in the offer received at the data repository computer from the data subject NCD.

Instead, Meyer teaches that the merchant (not the consumer) sends the transaction ID number

and list of items and prices to the process. Meyer at 41:66-42:6. Thereafter, the procedure

computes the adjusted price (based on the incentives) and returns the modified goods or services

order to the merchant server. Meyer at 41:17-25. In other words, the merchant server submits

the information to the service provider so that the service provider may apply any incentives—

that is, because the price is not final. Thus, Meyer does not contemplate a final price indicator,

let alone disclose that the offer includes a final price indicator or transaction ID number.

Moreover, although the Examiner cites Meyer at 39:29-55 as disclosing a data recipient

identifier (URL) (Office Action, p. 6), Applicants respectfully submit that the cited URL is

associated with the service provider, not the merchant. Meyer at 39:33-41 ("a member first goes

to the <u>service provider's home page</u> and asks to view the accounts page . . . procedure

View_Member_Account_Page . . . is called to record the URL <u>from which the member is</u>

<u>viewing the account</u>"). Even if the URL were a data recipient [merchant] identifier, however, the

URL is not included in the <u>offer</u> received at a data repository computer from a data subject NCD,

as the present application requires. Similarly, although the Examiner cites Meyer at 47:48-48:4

as disclosing a data recipient digital signature, Meyer does not teach or suggest that the digital

signature is associated with a <u>data recipient</u> [merchant] or included in the <u>offer</u> received at a data

repository computer from a data subject NCD.

 For at least these reasons, Paltenghe, alone or in combination with Meyer, does not teach

or suggest independent claims 80, 92, 104 and 116 of the present application. Since claims 81-

86, 89-91, 93-98, 101-103, 105-110 and 113-115 depend on claims 80, 92 and 104, these claims

are also patentable for at least the reasons discussed above. Moreover, claims 82-86, 94-98 and

106-110 are also patentable for the additional reasons described above. Applicants therefore

respectfully request reconsideration and withdrawal of all rejections.

Request for Allowance

It is believed that this response places the application in condition for allowance, and early favorable consideration of this Amendment is earnestly solicited.

If, in the opinion of the Examiner, an interview would expedite the prosecution of this application, the Examiner is invited to call the undersigned attorney at the telephone number listed below.

The Office is hereby authorized to charge any fees, or credit any overpayments, to Deposit Account No. **11-0600**.

Respectfully submitted,
KENYON & KENYON LLP

Dated: June 4, 2008   By: /Frank L. Bernstein/

Frank L. Bernstein
Reg. No. 31,484

Customer No. 25693
KENYON & KENYON LLP
333 West San Carlos St., Suite 600
San Jose, CA 95110
Telephone: (408) 975-7500
Facsimile: (408) 975-7501

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